

**FACULTY ART DESIGN AND ARCHITECTURE****2014 November****Main Assessment**

DEPARTMENT OF ARCHITECTURE

<u>MODULE NAME</u>	:	OFFICE PRACTICE IV
<u>MODULE CODE</u>	:	ATO42-1
<u>DATE</u>	:	7 NOVEMBER 2014
<u>DURATION</u>	:	180 MINUTES
<u>TIME</u>	:	08.30
<u>TOTAL MARKS</u>	:	100

<u>ASSESSOR(S)</u>	:	PROF C VOSLOO
<u>MODERATOR(S)</u>	:	MR J Le ROUX
<u>NUMBER OF PAGES</u>	:	3

INSTRUCTIONS TO CANDIDATES:

- Open Book Exam.
- Answer all questions.
- Read questions carefully and plan your answer before committing pen to paper.
- Keep your answers concise and to the point.
- Use bullets wherever possible.

QUESTION ONE

Do you agree with the following statements?
Motivate/ explain your answer.

- a) All adults have contractual capacity. (5)
 - b) The Principal Agent works for the employer and hence should always follow his/her instructions. (5)
 - c) The determination of an adjudicator is final. (5)
 - d) Closed Corporations provide complete protection against claims for professional negligence. (5)
 - e) Preliminaries are steps that must be followed before the building contract can be signed. (5)
- [25]**
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QUESTION TWO

You are the architect and principal agent for a new office building to be constructed.

In the contractual documentation the site hand over date (to the contractor) is stipulated as 17th August. Because of the Contractor having other commitments, all the contract signing and hand-over formalities are completed late afternoon of the 16th. During the night it starts raining.

Due to heavy rains, and a consequently water logged site, the contractor is only able to access the site and commence construction on the 27th August and the contractor immediately brings this to your attention.

On the 28th October the contractor finally writes to you, claiming 10 days adjustment to the date for practical completion and corresponding adjustment to the contract sum. In accordance with clause 29.6 the Contractor states that this claim relies on clause 29.2 and specifically on clause 29.2.1 (failure to get timeous possession of this site).

Clause 15 (15.3 in particular) also has relevance.

- 2.1 Are there any merits in this claim? (12)
 - 2.2 Did the contractor follow the correct procedure? (3)
 - 2.3 What and how should the contractor have claimed in terms of the Clause 29? (10)
- [25]**
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QUESTION THREE

You are administering the completion of a project where the JBCC Principal Building Agreement (Series 2000, Edition 4.0) is the contract being used.

The process has been complicated by your client's insistence to use the lowest tenderer, even though this company don't have the resources or experience for a project of this nature.

The quality of work is at issue.

3.1 What is your responsibility during the execution of the project? (5)

3.2 Suggest 5 practical steps that can be taken to ensure that you comply with this obligation. (10)

At a site meeting that takes place one week before the completion date, with "lots" of work still outstanding, the contractor assures you that the work will be completed in time. Six days later the Contractor informs you that he has almost reached completion and that you must please inspect the building for Practical Completion the next day.

3.3 How will you respond? Suggest a practical way of dealing with this situation. (10)

[25]

QUESTION 4

A newly established firm of Architects is approached by Mr Moneybags, an astute businessman to provide the full scope of architects' services in the design of a new beach lodge on an island off the northern Mozambique coast. As an astute businessman, Moneybags is very aware of the need to keep the cost of his new venture as low as possible and insists that the Architects reduce their fee. He mentions a reduction of as much as 35% of the SACAP recommended fee.

4.1 Is his expectations realistic? Explain. (5)

4.2 Suggest how the firm should approach the matter. (10)

4.3 The firm eventually agrees to a somewhat reduced fee: What sort of management systems would you recommend they adopt to ensure that the job runs profitably? (10)

[25]

TOTAL: [100]